



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

September 3, 1980

RECORDATION NO. 554-1 Filed 1425

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

SEP 4 1980 - 1 40 PM

Re: Section 11303 Filing: Supplement to Agreement dated as of November 8, 1979, ("Supplement") to Equipment Trust Agreement dated as of February 1, 1972, ("Agreement") by and between North American Car Corporation (the "Company") and The Northern Trust Company (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Agreement was recorded with the Interstate Commerce Commission and was assigned recordation number 6554.

Under the Agreement, the Trustee leases the equipment subject thereto to the Company and the Company guarantees the payment of principal and interest on the equipment trust certificates issued under the Agreement, all in accordance with the Agreement.

The general description of the equipment which the Supplement subjects to the terms of the Agreement is as stated in Exhibit A of the Supplement. The Company will be the Vendor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Exhibit I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

James M. Gillespie
Attorney

No.

Date SEP 4 1980

Fee \$ 10.00

ICC Washington, D. C.

JMG/dak
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

829

9/4/80

OFFICE OF THE SECRETARY

**James M. Gillespie, Atty.
North American Car Corp.
222 South Riverside Plaza
Chicago, Illinois 60606**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/4/80** at **1:36pm**, and assigned recordation number(s). **6554-C**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 6554-C Filed 1425

SEP 4 1980 - 1 40 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT

This Supplement dated as of November 8, 1979 (the "Supplement"), to the Equipment Trust Agreement dated as of February 1, 1972, (the "Agreement"), by and between North American Car Corporation (the "Company") and The Northern Trust Company, as Trustee, (the "Trustee").

W I T N E S S E T H

WHEREAS, pursuant to Section 5.06 of the Agreement, the Company wishes to transfer to the Trustee and subject to the terms of the Agreement the equipment described in Schedule A hereto in substitution for the Equipment described in Schedule I hereto, constituting a part of the Trust Equipment which has become worn out, unsuitable for use, lost or destroyed and

WHEREAS, Section 5.03 of the Agreement provides that in the event the Company shall cause to be transferred to the Trustee Equipment in addition to, or in substitution for, any of the Equipment specifically described in or subjected to the Agreement, that such additional or substituted Equipment shall be included as a part of the Trust Equipment by a Supplement to the Agreement, and shall be subjected to all the terms and conditions of said Agreement as though it had been part of the Trust Equipment specifically described in the Agreement;

NOW THEREFORE, it is hereby agreed that the equipment described in Schedule A is hereby included as part of the Trust Equipment, as defined in the Agreement, and is made subject to all the terms and conditions of the Agreement and that the equipment described in Schedule I is hereby released from the terms and conditions of the Agreement and shall no longer constitute Trust Equipment under the Agreement.

Except as amended herein, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By J. Hanism

(Corporate Seal)

ATTEST:

John M. Ellery
Assistant Secretary

THE NORTHERN TRUST COMPANY,
as Trustee

By [Signature]

(Corporate Seal)

ATTEST:

[Signature]
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 31st day of January 1980 before me personally appeared J. Harrison, to me personally known, who being by me duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Albra A. Kelly
Notary Public

My Commission Expires:

2/23/83

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of SEPTEMBER, 1980 before me personally appeared RE JACKMAN, to me personally known, says that he is a VICE PRESIDENT of The Northern Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cecile A. Botby
Notary Public

My Commission Expires:

9-12-82

SCHEDULE I

NORTH AMERICAN CAR CORPORATION
FIRST 1972 SERIES EQUIPMENT TRUST
RELEASED CARS

Quantity	Description	Serial Number	Fair Value (Determined In Accordance With Section 1.01 of the Agreement)	Unit of Equipment First Put Into Use Not Later Than This Date
12	Class LU, 70 ton, 4,427 cu. ft. alldoor cars	4414,4432, 4464,4468, 4493,4497, 4525-4527, 4530,4531, 4538	\$ 269,746.22	1971
2	Class 111A100W3, 100 ton, 13,500 gallon capacity <u>tank cars</u>	13605,13616	32,804.69	1971
1	Class 111A100W1, 100 ton, 20,700 gallon capacity tank car	23787	15,822.64	1970
3	Class DOT112A340W, 100 ton, 14,000 gallon capacity tank cars	34925,34938, 34979	45,467.23	1971
1	Class 112A340W, 100 ton, 33,800 gallon capacity tank car	34947	17,110.98	1971
1	Class RBU, 70 ton, 4,412 cu. ft. refrigerator car	43117	17,285.74	1970
22	Class LO, 100 ton, 4,427 cu. ft. hopper cars	48179,48185, 48189,48234, 48266,48276, 48288,48307, 48318,48322, 48323,48339, 48353,48355, 48365,48412, 48426,48472, 48539,48603, 48663,48714	311,534.66	1971

<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>	<u>Fair Value (Determined In Accordance With Section 1.01 of the Agreement)</u>	<u>Unit of Equipment First Put Into Use Not Later Than This Date</u>
7	Class LO, 100 ton, 4,740 cu. ft. hopper cars	49111,49286, 49262,49321, 49326,49327, 49341	\$ 90,874.73	1971
3	Class 111A100W1, 70 ton, 20,500 gallon capacity tank car	71032,71038, 71160	46,008.52	1971
2	Class 111A100W1, 100 ton, 20,500 gallon capacity tank cars	71061,71092	32,300.00	1971
<u>54</u>			<u>\$ 878,955.41</u>	

The fair value of the equipment described above represents the cost (as defined in the Agreement) of such equipment as heretofore certified to the trustee less 1/25th of such cost for each full period of one year elapsed between the date of first use described above and the date such equipment became worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.

NORTH AMERICAN CAR CORPORATION
FIRST 1972 SERIES EQUIPMENT TRUST
REPLACEMENT CARS

SCHEDULE A

Quantity	Description	Serial Number	Original Cost (As Defined In Agreement)	Fair Value to the Company (Determined In Accordance With Section 1.01 of the Agreement)	Unit of Equipment First Put Into Use Not Earlier Than This Date
1	Class 111A100W1, 50 ton, 8,400 gallon capacity tank car	2614	\$ 14,135.53	\$ 5,088.79	1962
1	Class FC, 70 ton, 85 ft. flat	4500	14,631.19	5,267.33	1962
1	Class RBL, 70 ton, 50 ft. 1 in. refrigerator car	10008	18,904.82	6,805.74	1962
6	Class FA, 55 ton, 89 ft. flat cars	13549-13553 13564	78,818.30	28,374.59	1962
3	Class 111A100W3, 90 ton, 13,000 gallon capacity tank cars	19948-19949, 19951	70,332.48	22,506.39	1963
2	Class 111A100W1, 90 ton, 20,000 gallon capacity tank cars	21355,21371	36,888.59	11,804.35	1963
2	Class 105A200ALW, 50 ton, 10,000 gallon capacity tank cars	26390,26435	44,251.00	14,160.32	1963
5	Class 109A200ALW, 50 ton, 10,000 gallon capacity tank cars	27206-27207, 27258-27260	95,810.25	32,232.61	1963
1	Class LO, 70 ton, 3,500 cu. ft. hopper car	31915	13,320.53	4,262.57	1963
1	Class 112J340W, 100 ton, 32,731 gallon capacity tank car	32074	32,901.60	11,844.58	1964